

C O U N C I L      C O M M U N I C A T I O N

TO :     THE CITY COUNCIL  
FROM:    THE CITY MANAGERS OFFICE

COUNCIL MEETING DATE  
SEPTEMBER 7, 1988

SUBJECT:    REVIEW OF DRAFT REFUSE FRANCHISE AGREEMENT AND ORDINANCES

PREPARED BY:                      City Manager

RECOMMENDED ACTION:            That the City Council:

- a) Introduce Ordinance No. 1433, "An Ordinance of the Lodi City Council Granting Exclusive Franchise for Waste Disposal Services."
- b) Approve the refuse franchise agreement and authorize the City Manager and City Clerk to execute on behalf of the City.
- c) Introduce Ordinance No. 1434, "An Ordinance of the Lodi City Council Repealing Lodi Municipal Code Chapter 13.16 - Solid Waste - And Reenacting a New Ordinance Relating to the Disposal and Handling of Solid Waste."

BACKGROUND INFORMATION:

At the "Shirtsleeve" session of August 30, 1988 the City Council reviewed the refuse franchise agreement and related ordinances as jointly recommended by City staff and the Sanitary City Disposal Company. The agreement and the ordinances are now ready for Council action.

Respectfully submitted,



Thomas A. Peterson  
City Manager

TAP :br

Attachments

TXTA.07A COUNC423

ORDINANCE NO. 1433

AN ORDINANCE OF THE LODI CITY COUNCIL  
GRANTING EXCLUSIVE FRANCHISE FOR WASTE DISPOSAL SERVICES

WHEREAS, Lodi Sanitary City Disposal Company, Inc. has long served the City of Lodi by providing competent and efficient refuse services and is familiar with the needs of the City in regard to such services ; and

WHEREAS, Lodi Sanitary City Disposal Company, Inc. has invested substantial amounts of money to enable it to provide such services, including a modern transfer station for the benefit of the citizens of Lodi; and

WHEREAS, the Lodi City Council has determined, pursuant to Government Code § 66757, that the public health, safety, and well being require that refuse services in the City of Lodi be provided by means of an exclusive contract, without competitive bidding; and

WHEREAS, Lodi Sanitary City Disposal Company, Inc., a California corporation, is qualified to perform refuse collection services by

means of such a contract, in the interests of public health, safety, and well being, and has proposed such a contract for consideration;

NOW, THEREFORE, THE LODI CITY COUNCIL ORDAINS that the City shall enter into an exclusive contract with Lodi Sanitary City Disposal Company, inc. for the exclusive right to provide refuse collection services for the City of Lodi. A copy of the Agreement is attached hereto and incorporated herein by reference.

Approved this            day of

\_\_\_\_\_  
JAMES W. PINKERTON, JR.  
Mayor

Attest:

ALICE M. REIMCHE  
City Clerk

State of California  
County of San Joaquin, ss.

I, Alice M. Reimche, City Clerk of the City of Lodi, do hereby certify that Ordinance No.            was introduced at a regular meeting of the City Council of the City of Lodi held            and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held            by the following vote:

Ayes :	Council Members -
Noes :	Council Members -
Absent:	Council Members -
Abstain :	Council Members -

I further certify that Ordinance No.                      was approved and signed by  
the Mayor on the date of its passage and the same has been published  
pursuant to law.

ALICE M. REIMCHE  
City Clerk

Approved as to-Form

BOBBY W. McNATT  
City Attorney

ORDGARB2/TXTA.01V

## A G R E E M E N T

This Agreement dated \_\_\_\_\_, 1988, (the "Agreement") is entered into by the City of Lodi, a Municipal Corporation ("City"), and Lodi Sanitary City Disposal Co., Inc. a California Corporation ("Contractor").

### RECITALS

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- A. To protect the public health, safety and well being of the citizens and residents of the City, it is necessary to provide for the orderly collection and transportation of refuse within the City limits.
  - B. Contractor desires to contract with the City to provide the necessary services.
  - C. By Lodi City Council Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 1988, the City was authorized to execute this Agreement.

## AGREEMENT

In consideration of the foregoing, and of the promises and mutual covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows :

### 1. Definitions

For purposes of this Agreement, unless otherwise apparent from the context, the following definitions apply:

#### a. Refuse

Any and all discarded items and substances of every kind, including infectious wastes, salvageable or recyclable materials, and garden wastes, but not including sewage, septic tank contents, sand trap contents, grease trap contents, or hazardous waste as defined by state and/or federal law.

#### b. Residential Customers

All residences within the City limits, including single family and multi-family dwellings.

#### c. Commercial Customers

All commercial enterprises within the City limits.

2. Scope of Agreement

Contractor shall furnish all materials and equipment required for the orderly collection of refuse on a regularly scheduled basis to all residential and commercial customers, within the City limits, and to transport the refuse to a disposal site provided or designated by City. Contractor's services shall be subject to the terms of this Agreement, the Lodi Municipal Code, and all other county, state and federal laws pertaining to the collection and transportation of refuse to which Contractor is subject. Contractor shall perform the services provided for in **this** Agreement only for the compensation provided in this Agreement, and not otherwise.

3. Exclusive Nature of Agreement

Contractor shall have within the City limits, subject to the limitations contained in this Agreement, the exclusive right and duty to collect and transport to a site designated by the City all refuse except industrial refuse. Contractor shall have the full and exclusive right to all recyclable or salvageable material collected in connection with the refuse, and shall have the exclusive right to any funds realized from the sale of recycled or salvaged materials. The exclusive rights granted to Contractor by this Agreement shall not interfere with or in any way restrict City's right to collect, transport and dispose of septic tank, sand trap and grease trap contents.

4. Term

The term of this Agreement shall be for a period of seven years beginning July 1, 1989. Contractor shall have the option to renew this agreement once, for an additional seven years by giving the City notice thereof not later than January 1, 1995. Thereafter, at the City's option, this agreement shall be renewable for seven-year increments by giving the Contractor notice of renewal not later than 18 months prior to the expiration of the term then current.

5. Required Permits

Contractor and any sub-contractors it employs shall obtain any legally required permits or licenses for the lawful performance of this Agreement.

6. Level of Services

Contractor shall maintain sufficient personnel, materials and equipment to maintain the following collection schedules:

a. Residential Customers

Refuse shall be collected no less frequently than once each calendar week, with collections from a given residential customer scheduled to occur on the same day or days each week.

b. Commercial Customers

Refuse shall be collected no less frequently than once each calendar week, up to a maximum of six times each week, as may be mutually agreed by Contractor and a given commercial customer, with collections scheduled to occur on the same day or days each week.

7. Holiday Collection

When a scheduled collection day falls on a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day), Contractor may, at its option and upon notice to its customers by publication in a local newspaper of general circulation, collect either on the holiday or on the day immediately prior to, or delay collection schedules one day.

8. Hours of Collection

Except for holidays and emergency situations, all residential collections shall be made between the hours of 5:00 a.m. and 6:00 p.m. on Mondays through Fridays, and all commercial collections shall be made between the hours of 5:00 a.m. and 6:00 p.m. on Mondays through Saturdays. Collections may be made on holidays and in emergency situations at other than the designated days and times.



9. Handling of Containers

Contractor shall leave refuse containers in an upright position in the location at which they were found prior to collection. Contractor shall be liable for damage to refuse containers or private property occurring as the result of its own negligence, but not otherwise.

10. Residential Routes; Notices

Thirty days prior to the commencement of service under this Agreement, Contractor shall provide City with a detailed map of residential collection routes and a residential collection schedule. In the event Contractor changes its residential collection schedule, Contractor shall notify all affected residential customers seven days in advance by prepaid United States mail or by direct distribution of notice to the premises.

11. Justifiable Cause for Refusal of Service

Contractor shall be justified in refusing service to any customer who fails to comply with all provisions of this Agreement and the Lodi Municipal Code for the handling of refuse.

12. Violation Notices

If Contractor, for justifiable cause, does not collect refuse from a customer, Contractor shall give the customer notice of the reasons for refusing to collect, citing the appropriate reasons therefore. The notice shall be given by means of a tag no smaller than 3" x 7" securely fastened to the container or article not collected. Contractor shall maintain a record of all notices given pursuant to this section.

13. Uniformed Collectors

All persons employed by Contractor to collect refuse shall be required to wear clean uniforms when on duty, including coveralls or trousers, shirts and jackets. Shirts and jackets shall bear a distinctive logo identifying the wearer as an employee of Contractor.

14. Vehicles and Equipment

All vehicles and equipment used by Contractor to perform the services required under this Agreement shall be wholly owned or leased by Contractor. All vehicles and equipment used in performing this Agreement shall bear a clearly readable sign containing Contractor's name and office telephone number. All vehicles and equipment shall conform to the requirements of all applicable county, state and federal laws and City ordinances, and all limitations in any licenses or permits under which Contractor operates. Should City at any time notify Contractor that any vehicle or piece of equipment is not in compliance with those standards, Contractor will remove the particular vehicle or equipment from service until it has been inspected and approved for service by City. In no event shall such a removal of vehicles or equipment from service relieve Contractor of its obligations to perform the services required under this Agreement.

15. Vehicles and Equipment Maintenance

Each vehicle and piece of equipment shall be maintained in a clean and sanitary condition, uniformly painted. All refuse collection vehicles shall be constructed, maintained and operated so that liquids or refuse will not blow, fall, sift or leak. Contractor shall pick up any refuse dropped or deposited in the process of collecting or transporting it to the disposal site. Each vehicle shall undergo an annual mechanical inspection by the San Joaquin County Local Health District, and inspection certificates shall be maintained on file at Contractor's office. Equipment shall be maintained to prevent unnecessary noise.

16. Vehicle and Equipment Storage

When not in use, all vehicles and equipment shall be stored indoors or in a fenced yard in compliance with all laws relating to the parking or storage of vehicles. No vehicle shall be parked with a full or partial load of refuse for more than 72 hours.

17. Disposal Site

Except for materials retained for recycling, Contractor shall transport collected refuse to the Harney Lane Sanitary Landfill for disposal, or to such other disposal site as City may from time to time designate.

28. Subcontracts

Contractor shall be responsible for the performance of all persons who may be engaged in performing the services provided by this Agreement, including subcontractors and their employees. City shall deal directly with Contractor concerning the performance of this Agreement, including the work of subcontractors. In the event City is dissatisfied with work performed by a subcontractor, City shall notify Contractor, who shall take appropriate action.

19. Time of the Essence

The parties acknowledge that the timely performance of this Agreement vitally affects the health and welfare of the public, and that time is therefore of the essence of this Agreement.

20. Breach by Contractor

In the event Contractor should default in the performance of any material provisions of this Agreement, and the default is not cured within 30 days after receipt of written notice of default from City, then City may, at its option, hold a hearing at its next City Council meeting to determine whether this Agreement should be terminated. In the event City decides to terminate this Agreement, City shall serve 10 days written notice of its intention to terminate upon Contractor. In the event City exercises its right to terminate this Agreement, City may, at its option, either directly undertake performance of the services or arrange with other persons to perform the services with or without a written agreement. In either event, Contractor shall be liable to City for any expense City incurs in performing the services in excess of the amount that would be payable to Contractor had it performed the services under this Agreement.

In the event City exercises its option under this paragraph to terminate this Agreement, City shall pay to Contractor the amount due Contractor under the terms of this Agreement for services performed as of the date of termination. City may, in that event take possession of Contractor's equipment necessary to perform the services required under this Agreement, and retain it until City can purchase or otherwise acquire equipment suitable for that purpose, but in no event longer than 120 days. City shall compensate Contractor for the reasonable rental value of its equipment during the period City retains possession of it.

21. Contractor's Inability to Perform Due to Act of God

Contractor's failure to perform under the terms of this Agreement by reason of a major disaster, epidemic, or other act of God or other emergency shall not constitute a breach of this Agreement for purposes of paragraph 20 above.

22. Contractor's Insolvency

Contractor's failure to perform under the terms of this Agreement by reason of its insolvency or bankruptcy shall constitute a material breach of this Agreement for purposes of paragraph 20 above.

23. Contractor's Inability to Perform Due to Labor Dispute

In the event a labor dispute interrupts Contractor's services under this Agreement for more than 72 hours, City may take temporary possession and control of Contractor's facilities and equipment to enable City to continue to perform the refuse collection and transportation services provided for in this Agreement. In order to protect the public health, safety and welfare, City may retain possession and control of Contractor's facilities and equipment until Contractor demonstrates to City's satisfaction its ability to resume performing services; provided, however, that in no event shall City retain possession and control of Contractor's facilities and equipment longer than 120 days. In the event Contractor *is* unable to satisfactorily demonstrate its ability to perform by the end of the 120-day period, City may terminate this Agreement as provided in paragraph 20 above.

During any period in which City has temporary possession and control of Contractor's facilities and equipment, Contractor shall not be entitled to compensation from City, except for the fair rental value of its facilities and equipment. During any such period, City ~~may~~ employ Contractor's employees, provided that the number of employees and their rate of compensation shall not exceed that existing at the time Contractor became unable to perform because of the labor dispute.

24. Contractor's Office

Contractor shall maintain an office at a fixed location within City limits, and shall maintain telephone services there in Contractor's name. Contractor shall staff the office from the hours of 8:00 a.m. to 5:00 p.m. on each day collections are scheduled, except weekends and holidays, and shall staff it with a person to receive complaints and answer inquiries during office hours. Responses to complaints or inquiries shall be made no later than the end of the next work day following the day on which the complaint is received, and shall be recorded in a log specifying the date and time received, and the nature and time of disposition. All refuse collection vehicles shall be equipped for two-way radio communication with the office.

25. Collection Rates

City shall have the right to determine the rates Contractor may charge to customers for refuse collection and transportation services. The rates established shall be reviewed annually during the month of June and, if appropriate, adjusted effective July 1. In its determination of any appropriate rate adjustments, the City Council ~~may~~ consider, but not be limited to, the change in the Consumer Price Index and/or any other indices deemed appropriate for the past twelve months, and/or any extraordinary increases or decreases in the cost of equipment, insurance, fuel, federal, state and/or local government taxes, fees, assessments, or other special costs.

In the event of any unforeseen special occurrences, such as a change in landfill location to other than the present San Joaquin County Harney Lane Sanitary Landfill site, stricter environmental requirements on equipment, or change in service levels or frequency, the Contractor shall have the right to renegotiate the rates. The contractor will be entitled to a rate adjustment immediately based on any dump fee adjustments.

26. Billings

City shall, as part of its municipal utility billing system, bill regularly scheduled customers and collect payments from them for the refuse collection and transportation services provided by this Agreement. Contractor shall provide City with all necessary billing information within five working days after the end of each calendar month.

27. Contractor Compensation

City shall remit to Contractor each Friday, the net collections in the previous week after deducting from collections an 8% franchise fee. City hereby agrees to keep and maintain proper records of its collection hereunder and to make such records available to Contractor or its authorized agent for audit at any reasonable time in the office of the City of Lodi Finance Department.

28. Contractor's Financial Records and Reports

Contractor shall grant City access to its financial records relevant to the performance of this Agreement upon reasonable notice, at its office, during regular business hours. Contractor shall provide City with a copy of its annual financial statements within 120 days after the close of the first year of the term of this Agreement, and within 120 days of the close of each succeeding three-year period during the term; of this Agreement. The financial statements shall be prepared by an independent certified or public accountant according to accepted accounting principles, and shall reflect only Contractor's business activities within City.

29. Business License

contractor shall have and maintain a valid City business license throughout the term of this Agreement.

30. Liability Insurance

Contractor does hereby agree to indemnify City free and harmless of any and all claims, damages, suits or actions that may or might arise by reason of the Contractor performing duties required under the terms of this Agreement.

In this connection, Contractor agrees to furnish the City with evidence of compliance with the requirements of Section 13.16.060 of the Lodi Municipal Code, i.e., furnishing evidence of Workers' Compensation Insurance coverage and a certificate of insurance showing a minimum of \$500,000 for damage to property, and \$1,000,000 for injury to persons, with the City of Lodi named as an additional insured on said policy.

Contractor shall furnish City with certificates of insurance prior to commencement of services, which shall provide that coverage shall not be cancelled without 30 days advance written notice to City.

31. Nondiscrimination

Neither the Contractor nor any subcontractor, or any person acting in their behalf, shall discriminate against any person because of race, sex, age, color, religion, national origin or handicap.

32. Assignment of Agreement

This Agreement is premised on the mutual trust and faith which exists between the City and Contractor as presently constituted based upon a long term relationship. As such, this contract shall, with the exceptions noted herein, be deemed personal between the parties and shall not be assignable without the prior written consent of the City. In the event of the death or disability of any majority shareholder, or officer of the Contractor, as constituted at the time of the signing of this Agreement, the heirs, devisees, or beneficiaries shall have the right to assign such Agreement with the consent of the City, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

C I T Y

CITY OF LODI  
A Municipal Corporation

\_\_\_\_\_  
Thomas A. Peterson, City Manager

Date: \_\_\_\_\_

=====

C O N T R A C T O R

LODI SANITARY DISPOSAL CO., INC.

\_\_\_\_\_  
Date: \_\_\_\_\_

=====

Approved as to form:

Attest:

\_\_\_\_\_  
Bob McNatt, City Attorney

\_\_\_\_\_  
Alice M. Reimche, City Clerk

=====



ORDINANCE NO. 1434

AN ORDINANCE OF THE LODI CITY COUNCIL REPEALING ~~LODI~~ MUNICIPAL CODE  
CHAPTER 13.16 - SOLID WASTE - AND REENACTING A NEW ORDINANCE  
RELATING TO THE DISPOSAL AND HANDLING OF SOLID WASTE.

SECTIONS:

- 13.16.010 Definitions.
- 13.16.020 Required Services: Exceptions.
- 13.16.030 Contract for Refuse Collection and Transportation.
- 13.16.040 All Requests for Service to be Met.
- 13.16.050 Placement of Containers.
- 13.16.060 Refuse Collection and Transportation Restricted.
- 13.16.070 Limitation on Transfer of Contract.
- 13.16.080 Container Maintenance.
- 13.16.090 Receptacles - Container Maintenance.
- 13.16.100 Hazardous Materials.
- 13.16.110 Billing and Collection of Fees.
- 13.16.120 Monthly Rates.
- 13.16.130 Burning or Burial.
- 13.16.140 Unlawful Deposit.
- 13.16.150 Removal of Recyclable Material Prohibited.

ORDINANCE NO. 1434

AN ORDINANCE OF THE LODI CITY COUNCIL REPEALING LODI MUNICIPAL CODE  
CHAPTER 13.16 - SOLID WASTE - AND REENACTING A NEW ORDINANCE  
RELATING TO THE DISPOSAL AND HANDLING OF SOLID WASTE.

BE IT ORDAINED BY THE LODI CITY COUNCIL:

SECTION 1. Lodi Municipal Code Chapter 13.16 - Solid Waste - is hereby repealed and a new ordinance relating to solid waste is hereby reenacted, as follows:

Section 13.16.010 Definitions.

For purposes of this chapter, unless otherwise apparent from the context, the following definitions apply:

- A. "Collection". The act of collecting refuse at the place of waste generation by an approved collection agent (public or private) and is distinguished from "removal".
- B. "Collection Vehicle or Equipment". Includes any vehicle or equipment used in the collection of residential refuse or commercial or industrial solid wastes.
- C. "Commercial Customers". All commercial (non-manufacturing) enterprises within the City limits except industrial customers. The distinction between "commercial" and "industrial" customers shall be established by reference to the Federal Office of Management and Budget publication "Standard Industrial Classifications", 1972 Edition, on file with the City of Lodi and adopted by reference as if set forth fully herein.
- D. "Contract". The written Agreement covering the performance of the work including, but not limited to, the Formal Agreement, and Special Provisions, Affidavits or Certificates of Equal Opportunity Employment,

Certificate of Worker's Compensation Insurance, the Proposal, Contract Specifications and Performance Bond.

E. "Contractor". The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the work. ~~When~~ modified by the phrase "as constituted", it shall mean the partnership, corporation, or other legal entity as organized and existing, with the same majority shareholders, as determined at the time of the execution of a contract between Contractor and City.

F. "Disposal Site". Includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.

G. "Industrial Customer". All manufacturing (not commercial) enterprises within the City limits except commercial customers. The distinction between "commercial" and "industrial" customers shall be established by reference to the Federal Office of Management and Budget publication "Standard Industrial Classifications", 1972 Edition, on file with the City of Lodi and adopted by reference as if set forth fully herein.

H. "Recycling". The process by which salvaged materials become usable products.

I. "Refuse". Any and all discarded items and substances of every kind, including infectious wastes and salvageable or recyclable materials, and garden wastes, but not including sewage, septic tank contents, sand trap contents, grease trap contents, or hazardous wastes as defined by state and/or federal law.

J. "Removal". The act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

K. "Residential Customer"... All residences within the City limits, including single-family and multi-family dwellings,

L. "Subcontractor". The individual, partnership, or corporation or other legal entity entering into a contract with the Contractor to perform a portion of the work.

M. "Transfer Station/Resource Recovery Facility". Includes those facilities utilized to receive solid wastes, temporarily store, separate, convert, or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport to their final place of disposition.

13.16.020. Required Services: Exceptions.

A. Every person owning or occupying residential or commercial premises within the City limits shall utilize the refuse collection and transportation services of Contractor for **which** the City has contracted, and shall pay the fees for those services as set by the City. Each owner or occupier of residential or commercial property shall directly arrange with the City for the provision of services. City may cause to be removed, at the expense of the owner or occupier of any premises, any refuse not collected due to the failure or refusal of the owner or occupier of the premises to arrange or pay for the Contractor's services.

B. Exceptions.

Notwithstanding any other provision of this chapter, any person or firm may apply to the City for a permit for which a fee may be charged to transport and dispose of refuse accumulated or generated on the premises, utilizing his or its own vehicles and equipment. Any such permit shall require that all vehicles used to transport refuse shall be constructed, maintained, and operated so that liquids or refuse will not blow, fall, sift or leak, and shall be maintained to prevent unnecessary noise. The

permittee shall pick up any refuse dropped or deposited in the process of transporting it to the disposal site. Nothing in this paragraph shall be construed to mean any customer may undertake refuse collection, transportation or disposal services for any other person or firm under any circumstances.

13.16.030. Contract for Refuse Collection and Transportation.

City has the exclusive right and duty to collect and transport refuse within the City limits under such terms and conditions as it deems necessary for the public health, safety and well being, and it may contract with a Contractor for the provision of those services.

13.16.040. All Requests for Service to be Met.

Contractor shall provide refuse collection and transportation services to all residential and commercial customers within the area specified in its contract. Contractor shall not be required to service oversized, overweight, or unsafe containers, or to remove hazardous waste, or to remove waste where it is unsafe to do so.

13.16.050. Placement of Containers.

A. Residential:

Residential customers utilizing waste carts shall place containers on their premises not more than ten (10) feet from the edge of the adjacent vehicular right of way. Residential customers using other containers shall place such containers on their premises at curbside or in a location readily accessible to Contractor, free of obstacles. Any gate to the container storage area must be maintained by the property owner in good working condition, and shall be left unlocked on the regularly scheduled collection day. Any animals shall be restrained. Ashes must be cold and bagged, and animal droppings must be bagged in a non permeable materia?. Failure to meet any of these conditions shall constitute cause for Contractor's refusal to perform collection services. Contractor shall, after collection, return containers to the location from which they were collected.

B. Commercial:

Commercial customers shall place refuse in a location on their premises that is readily accessible to Contractor's collection vehicles, and that has received Contractor's prior approval as conforming to its specifications and requirements for refuse container facilities. Contractor shall make such specifications and requirements available upon request by a customer. Failure to place containers in an approved location shall constitute cause for Contractor's refusal to perform refuse services.

13.16.060. Refuse Collection and Transportation Restricted.

Except as provided in this chapter, at any time when there is a contract in force between City and any Contractor, it shall be unlawful for any person other than the Contractor to collect or transport refuse within the City limits.

13.16.070. Limitation on Transfer of Contract.

No contract entered into pursuant to the provisions of this ordinance shall be assigned without the prior consent of the City.

13.16.080. Container Maintenance.

It shall be the responsibility of residential customers to maintain refuse containers in a safe and sanitary condition and in good repair, free from sharp or rough edges, jagged surfaces, or other hazards likely to cause injury. In the event the Contractor provides such containers, residential customers shall be responsible for maintaining such containers in a clean and sanitary condition, and Contractor shall be responsible for keeping them in good repair. It shall be the responsibility of commercial customers to maintain refuse containers in a clean and sanitary condition, and Contractor shall be responsible for keeping them in good repair. All refuse containers shall be tightly covered.

13.16.090 Receptacles - Container Maintenance.

A. It shall be the duty of each residential customer to provide at all times to keep within such dwelling place,

apartment or flat, or on the lot on which the dwelling place is situated, and easily accessible for refuse collections, either of the following:

1. A thirty-two (32) gallon refuse container for each unit; or
2. A one-yard common refuse container for each five units or multiples of five units, or the equivalent thereof.

B. Such container shall be of such construction as to comply with the health laws of the city and state and shall not exceed fifty (50) pounds when full. Nothing herein shall prohibit or prevent the contractor from furnishing suitable containers (at no cost to the party or parties to whom service is provided).

C. At the customer's request, where suitable storage area and access are available, Contractor may provide one or more mechanically loaded metal or plastic refuse containers suitable for the quantity of refuse generated by the customer during the customer's scheduled collection interval.

13.16.100. Hazardous Materials.

No person shall deposit in any container used for refuse any explosive or highly flammable, radioactive, toxic, or other hazardous material or substance as defined by State and/or Federal law. However, special arrangements may be made with the Contractor for removal of such hazardous material if Contractor provides such service. Contractor is under no obligation to remove hazardous waste.

13.16.110. Billing and Collection of Fees.

The Director of Finance is designated as the collector of all refuse fees or charges. Each month, he/she shall bill every person producing refuse removed by the city or its contractor and adding the amount of such refuse collection fee or charge to such person's water or electric bill, or, if such person has not incurred bills for water

or electricity, by billing them for refuse collection alone. If the bill is not timely paid as required within this chapter, the water service and/or the electric service and/or the refuse service to such delinquent customer may be discontinued. Penalties and rules pertaining to payment of water and electric bills and to discontinuance and renewal of water and electric service shall apply to refuse service. It shall be contractor's responsibility to notify City of billing for services to and collecting fees from customers for whom it performs services on other than a regularly scheduled service.

13.16.120 Monthly Rates.

The City shall establish by uncodified ordinance of the City Council, pursuant to Health and Safety Code § 5371, a schedule of rates to be charged for the collection and transportation of refuse within the City limits. Upon adoption, such schedule shall be published once in the Lodi News Sentinel or a newspaper of general circulation within the City of Lodi. Such schedule shall set the rates for commercial and residential refuse collection, and refuse permits.

13.16.130. Burning or Burial.

It shall be unlawful for any person to burn or bury within the city any refuse, or to place or deposit upon any street, alley, place or vacant lot, any of the materials included in the definition of the word "refuse" in Section 13.16.010.

13.16.140. Unlawful Deposit.

- A. It shall be unlawful for any person to throw into or deposit upon any public street, highway, grounds, or in any gutter, ditch or upon any private premises, or anywhere except in such places as may be designated for such purposes by the City, any glass, broken ware, dirt, rubbish, refuse or filth, nor shall any rubbish, refuse or filth be allowed to remain upon any private premises.



- B. Any refuse, dirt, **rubbish**, **soot**, **ashes**, cinders or filth of every kind in any house, cellar, yard or any other place which the City or other legally authorized health officer, for the health of the city, deems necessary to be removed, shall be carried away therefrom by and at the expense of the owner or occupant of such house or any place, where the same may be found and removed beyond the corporate limits or to such place as may be designated by the City or other legally authorized health officer.

13.16.150. Removal of Recyclable Material Prohibited

It shall be unlawful and an infraction for any person, other than the City's designated Contractor, to remove or collect recyclable or salvageable materials placed by any person in a bag or container labeled for use in connection with a recycling program operated by the Contractor.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. This ordinance shall be published one time in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi and shall **be** in force and take effect **thirty** days from and after **its** passage and approval.

Approved this            day of

\_\_\_\_\_  
JAMES W. PINKERTON, JR.  
Mayor

Attest:

ALICE M. REINCHE  
City Clerk

State of California  
County of San Joaquin, ss.

I, Alice M. Reimche, City Clerk of the City of Lodi, do hereby certify that Ordinance No. . was introduced at a regular meeting of the City Council of the City of Lodi held and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held by the following vote:

Ayes : Council Members -  
Noes: Council Members -  
Absent : Council Members -  
Abstain: Council Members -

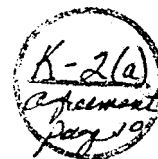
I further certify that Ordinance No. was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

ALICE M. REINCHE  
City Clerk

Approved as to Form

BOBBY W. McNATT  
City Attorney

ORDGARB1/TXTA.01V



MODIFICATION TO SEPTEMBER 7, 1988 CITY COUNCIL AGENDA ITEM K - 2 b) -  
REVIEW OF DRAFT REFUSE FRANCHISE AGREEMENT BETWEEN CITY OF LGDI AND  
LODI SANITARY CITY DISPOSAL CO., INC.

AMENDMENT TO PAGE 10, PARAGRAPH 26 - BILLINGS:

26. Billings

City shall, as part of its municipal utility billing system, bill regularly scheduled customers and collect payments from them for the refuse collection and transportation services provided by this Agreement. Contractor shall provide City with all necessary billing information as soon as possible but no later than the City's regularly scheduled billing date. City will furnish billing schedule to Contractor.

ORDINANCE NO. \_\_\_\_\_

AN URGENCY ORDINANCE OF THE LODI CITY COUNCIL  
ESTABLISHING RATES FOR REFUSE COLLECTION

WHEREAS, the Lodi City Council on September 7, 1988 introduced Ordinance 1434, amending the Lodi Municipal Code, Chapter 13.16 - Solid Waste -; and

WHEREAS, pursuant to this amendment by Ordinance 1434, rates for refuse collection are to be set by uncoded ordinance; and

WHEREAS, in order to avoid confusion based on renumbering;

NOW, THEREFORE, IT IS OKDAINEC BY THE LODI CITY COUNCIL AS  
FOLLOWS :

SECTION 1.

1. The refuse collection rates found in former Lodi Municipal Code § 13.16.030 effective March 1, 1988 (Ordinance 1412) are adopted **by** reference as if fully set forth herein and shall remain in full force and effect.
2. This ordinance shall become operative concurrently with Ordinance **1434.**
3. The Lodi City Council hereby finds and declares that the adoption of such rates by this Ordinance is necessary to promote continued

efficient refuse collection services, and is a matter of public health, safety or welfare.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. This urgency ordinance shall be published one time in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect immediately.

Approved this       day of

\_\_\_\_\_  
JAMES W. PINKERTON, JR.  
MAYOR

Attest:

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

State of California  
County of San Joaquin, ss.

I, Alice M. Reimche, City Clerk of the City of Lodi, do hereby certify that Ordinance No.       was adopted as an urgency ordinance at a regular meeting of the City Council of the City of Lodi held       and was thereafter passed, adopted and ordered to print by the following vote:

Ayes : Council Members -  
Noes: Council Members -  
Absent: Council Members -  
Abstain: Council Members -

I further certify that Ordinance No.                      was approved and signed by  
the Mayor on the date of its passage and the same has been published  
pursuant to law.

ALICE M. RETMCHE  
City Clerk

Approved as to Form

BOB McNATT  
City Attorney

ORDGARB6/TXTA.01V

M E M O R A N D U M

TO: Honorable Mayor and  
Members of the City Council

FROM: City Manager

DATE: August 26, 1988

SUBJ: Refuse Agreement/Ordinance

Enclosed for your information and review are copies of the draft refuse franchise agreement and draft ordinance. These items will appear on the agenda for the regular meeting of Wednesday, September 7, 1988 for action by the City Council. Both the agreement and ordinance have been the subjects of several meetings between representatives of Sanitary City Disposal Co. and City staff. As presented to the Council at this time, both Sanitary City Disposal Co. and staff are in agreement as to the contents of these documents.

TAP:br

COUNC426